

# **CORPORATE BYLAWS**

of

## **PLANT BASED FOODS ASSOCIATION**

(a California nonprofit mutual benefit corporation)

### **ARTICLE I** **OFFICES**

**1.1 Principal Office.** The principal office for the transaction of the business of this Corporation (the “*Corporation*”) is located at such place as determined by Board of Directors. The Board of Directors is hereby granted full power and authority to change the said principal office from one location to another.

**1.2 Other Offices.** Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where this Corporation is qualified to do business.

### **ARTICLE II** **PURPOSES**

**2.1 Specific Purposes.** The Corporation is a non-profit mutual benefit corporation formed to ensure a fair and competitive marketplace for businesses selling plant-based foods intended to replace animal products such as meats, dairy, and eggs, by promoting policies and practices that improve conditions in the plant-based foods industry, and educating consumers about the benefits of plant-based foods.

### **ARTICLE III** **MEMBERSHIP**

**3.1 Membership.** There shall be one class of Members in the Corporation within the meaning of Section 5056 of the California Corporations Code, and such Members shall be known as “*Principal Members*”, or simply “*Members*”.

**3.2 Associates.** The Corporation may, pursuant to resolutions adopted by the Board of Directors from time to time, create one or more classes of non-member participants of the Corporation (collectively, “*Associates*”). Associates shall have only those rights and privileges specifically granted to them by the resolutions adopted by the Board of Directors, and shall be subject to any terms and conditions imposed thereon by the Board of Directors. Associates shall

**not** be entitled to any voting rights with respect to the business or proceedings of the Corporation, including without limitation, any matters relating to the amendment of the Corporation's Articles of Incorporation or Bylaws or the adoption or approval of any specification, standard or deliverable or any other matters presented to the Corporation and/or to the Members for voting, approval, adoption or election. Any classes of Associates that may be created by the Board may be referred to as "Associate Members" or by any other designation given to them by the Board of Directors; however, no class or series of Associates (even if the name given includes the word "member") shall be considered to be "statutory members" within the meaning of Section 5056 of the Corporations Code or any other applicable section of the California Nonprofit Corporation Law. Associates shall have only such rights as are determined by contract between such Associate and the Corporation. All references to "**Members**" in these Bylaws shall refer exclusively to Principal Members, and shall not mean, or refer to, any Associates.

**3.3 Membership Qualifications.** A Member of the Corporation shall be an entity that either produces or sells plant based foods and has demonstrated a commitment to the mission and values of the Corporation. A list of the Members of the Corporation shall be kept on a Membership List maintained by the Corporation. Members may be admitted pursuant to **Section 3.4**. A Member shall automatically cease to be a Member upon the occurrence of an event set forth in **Section 3.6**.

**3.4 Admission to Membership; Member Agreement.** Admission to Principal Member status shall be granted to an entity that meets the qualifications of a Member as set forth in these bylaws upon such applicant's acceptance of such Principal Membership, and agreement to abide in the Membership Policy of this Association.

**3.5 Fees, Dues and Assessments.** The Board of Directors shall determine the initial membership fees, dues and assessments for membership and/or participation in the Corporation. Fees, dues and assessments for membership in the Corporation may be increased or decreased by the Board, in its discretion, at any time, after notice. Any increases or decreases in membership fees, dues or assessments shall require a 2/3 Majority Vote of the Board. Members shall be obligated to make payment of annual fees, dues and assessments within thirty (30) calendar days of written notice of such fees, dues or assessments from the Corporation or its agent.

**3.6 Term of Membership; Renewal of Membership.** Membership as a Member shall be for the term specified in the respective membership record, subject to earlier termination in accordance with Section 3.8 below. Both the Corporation and the Member shall have the right to not renew the membership upon its expiration.

**3.7 Certain Duties of Members.** In addition to any other duties of Members set forth in these bylaws or in the applicable Membership Policy, it shall be the duty of each Member to (a) promote the Association's initiatives and (b) otherwise promote the expansion of the plant based foods industry.

**3.8 Termination of Membership.** The membership of any Member shall expire and terminate upon the occurrence of any one or more of the events set forth in this **Section 3.6**. Up-

on termination or expiration of a Member's status as a Member in the Corporation, all rights and privileges associated with being a Member shall terminate:

**3.8.1 Resignation.** A Member may resign from the Corporation by giving the Chief Executive Officer, Secretary or other authorized representative of the Corporation written notice of such Member's resignation at least forty-five (45) days prior to the renewal date of such Member's term of Membership. However, no *pro rata* refund of any membership fees, dues or assessments shall be made for the balance of the year in which the resignation is effective.

**3.8.2 Expiration and Disqualification.** A Membership issued for a period of time shall expire when such period of time has elapsed unless the Membership is renewed prior to its expiration. Membership shall terminate upon termination or expiration of the term. However, no *pro rata* refund of any membership fees, dues or assessments shall be made.

**3.8.3 Dues and Assessments.** Membership shall terminate upon the failure of the Member to pay any fees, dues or assessments required to be paid by a Member within the time periods established by these bylaws.

**3.8.4 Expulsion or Suspension of Principal Members.** Membership of a Principal Member shall terminate upon the determination by vote of 75% of the Board (such vote not including the vote of the Principal Member facing expulsion or suspension) after a hearing duly held in accordance with this Section 3.8.4, that the Principal Member has failed in a material respect to observe the rules of conduct promulgated from time to time by the Board of Directors and applicable to members, or otherwise has failed in some material respect to merit continued membership privileges in the corporation. Following the determination by the Board that a Principal Member should be expelled or suspended, the following procedures shall be implemented:

(i) A notice shall be sent by mail by prepaid, first-class, certified or registered mail to the most recent address of the Principal Member as shown on the corporation's records, setting forth the expulsion or suspension and the reasons therefor. Such notice shall be sent at least fifteen (15) days before the proposed effective date of the expulsion or suspension.

(ii) The Principal Member being expelled or suspended shall be given an opportunity to be heard, either orally or in writing, at a hearing to be held no fewer than five (5) days before the effective date of the proposed suspension or expulsion. The hearing shall be held by the Board. The notice to the Principal Member of the proposed expulsion or suspension shall state that such Principal Member is entitled, upon request, to such hearing, shall state that a date, time and place of the hearing will be established upon receipt of

request therefore, and shall state, that in the absence of such request, the effective date of the proposed suspension or expulsion.

(iii) Following the hearing, the Board shall vote upon whether the Principal Member should in fact be expelled, suspended, or sanctioned in some other way. The decision of the Board shall be final.

(iv) Any action challenging an expulsion or suspension of membership, including any claim alleging defective notice, must be commenced within one (1) year after the date of the expulsion or suspension.

**3.8.5 Other Events of Termination.** In addition, the Membership of a Member shall automatically terminate, and all rights of Membership of such Member shall automatically cease, upon such Member's bankruptcy, resignation, liquidation or dissolution, or if such Member ceases to meet the qualifications for Membership set forth in these bylaws.

**3.9 Non-Liability.** No Member shall be personally liable for the debts, liabilities or obligations of this Corporation.

**3.10 Non-Transferability.** No Member may transfer for value or otherwise a Membership interest or any right arising therefrom; except that, in the case of a merger or acquisition of a Member company by another company, the rights of membership shall be continued to the new legal entity unless otherwise defined in the Membership Policy.

**3.11 Distribution of Assets Upon Dissolution.** Upon a dissolution or liquidation of this Corporation, and after all of the known debts and liabilities of this Corporation have been paid or adequately provided for in accordance with Section 8713 and 8716 of the California Nonprofit Corporation Law, the Board of Directors shall transfer all remaining assets and/or intellectual property rights of the Corporation which are not appropriate for transfer to the general public, such as any trademarks or logos of the Corporation, to another Section 501(c)(6) or 501(c)(3) organization whose purposes are similar to the Corporation, all as, as determined by the Board of Directors. No part of the Corporation's net earnings will inure to the benefit of any party.

## **ARTICLE IV**

### **MEMBERSHIP MEETINGS**

**4.1 Place of Meetings.** All meetings of Members shall be held at any place within or outside the United States of America (or assessable via the internet) which may be designated by the Board of Directors pursuant to the authority hereinafter granted to the Board of Directors, or by the written consent of all Members entitled to vote thereat, given either before or after the meeting and filed with the Secretary of the Corporation.

**4.2 Regular Meetings.** Regular meetings of Members of the Corporation shall be held at such dates and at such times and places as determined by resolution of the Board of Directors, which shall also set the date and time of the annual meeting. Additional Member meetings may be set as determined by the Board of Directors and pursuant to notification as defined in these Bylaws.

**4.3 Special Meetings.** Special meetings of Members, for any lawful purpose or purposes whatsoever, may be called at any time by the Chief Executive Officer, the Board of Directors, or by twenty percent (20%) or more of Members entitled to vote. Notice of such request must be submitted to the Chief Executive Officer, President, or Secretary. The notice must state the business to be transacted at the special meeting. It shall be the duty of the officer duly designated to cause notice to be given, within twenty (20) days from receipt of such a request, to the Members entitled to vote at the special meeting scheduled and to be held at a time fixed by the Board of Directors that is not less than fifteen (15) days nor more than ninety (90) days after the receipt of such a request. A quorum of Members must be present at the special meeting pursuant to **Section 4.6** in order to conduct the business of the Corporation.

**4.4 Notice of Meetings.** A notice of each annual meeting, written ballot for election of Directors or otherwise, if any, and special meeting shall be given by the Chief Executive Officer or, in case of his failure or refusal, by any other officer or any Director. Each such notice shall specify: (a) the place, time, day and hour of the meeting or the date on which the ballot shall be returned, if applicable; (b) in the case of an annual meeting at which Directors shall be elected, shall specify the names of all those who are candidates for election of Directors and the agenda of the meeting as determined at the time the notice is given; and (c) in the case of special meetings, the general nature of the business to be transacted thereat. Such notice shall be given to every Member of the Corporation who, on the record date for notice of the meeting, is entitled to vote thereat. Such notice shall be given via mail or electronic mail at least ten (10) days but no more than ninety (90) days prior to the date fixed for such meeting; provided, however, that if notice is given by mail and is not sent first class, registered or certified mail, notice shall be given not less than twenty (20) days before the meeting.

**4.5 Adjourned Meetings.** Any Members' meeting, annual, regular or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the Members, entitled to vote thereat, either present in person or represented by proxy thereat, but in the absence of a quorum no other business may be transacted at any such meeting. Annual and special meetings may not be adjourned for more than forty-five (45) days to another time or place. It shall not be necessary to give any such notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by an announcement at the meeting at which such adjournment is taken. At the adjourned meeting the corporation may transact any

business which might have been transacted at the original meeting. If after the adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each Member who, on the record date for notice of the meeting, is entitled to vote at the meeting.

**4.6 Quorum.** The presence in person or by proxy of greater than one-third (>33.3%) of the Members of the Corporation entitled to vote shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum. The presence of an authorized representative of a Member shall constitute presence of the Member for purposes of determining the establishment of a quorum.

**4.7 Voting.** Each Member in good standing (i.e. Members who have paid their membership fees, dues and assessments in accordance with these Bylaws and whose membership has not been terminated pursuant to **Section 3.8**) is entitled to one (1) vote on each matter submitted to a vote of the Members. Voting shall be by written ballot, unless otherwise specified by the Chief Executive Officer. No single vote shall be split into fractional votes.

**4.8 Action Without Meeting by Written Ballot.** Any action, which may be taken at any regular or special meeting of Members, may be taken without a meeting if the Corporation distributes a written ballot to every Member entitled to vote on the matter. Such ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Corporation. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds a quorum of the Members, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots shall be distributed to Members in accordance with delivery and timing requirements set forth in Section 4.4. All written ballots distributed shall indicate the number of responses needed to meet the quorum requirement and shall state the percentage of approvals necessary to pass the measure submitted. All written ballots distributed shall specify the time by which the written ballot must be received in order to be counted.

**4.9 Proxies.** Pursuant to CCC Section 7613, every Member entitled to vote at a meeting shall have the right to do so in person or by one or more agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the Secretary of the Corporation; but no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which such proxy is to continue in force except that the maximum term of any proxy shall be three years from the date of execution.

**4.10 Conduct of Meetings.** Meetings of Members shall be presided over by the Chief Executive Officer of the Corporation, or in his absence, by the Vice-President, and in the absence of both of them, by the chair chosen by a majority of the Members present. The Secretary of the

Corporation shall act as the secretary of all meetings of Members, provided that in his absence the presiding officer shall appoint another Member to act as acting secretary of the meeting.

## **ARTICLE V**

### **BOARD OF DIRECTORS**

**5.1 Powers.** Subject to the limitations of the Articles of Incorporation, these Bylaws, and the California Nonprofit Corporation Law and subject to the duties of Directors as prescribed by the Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of this Corporation shall be controlled by, the Board of Directors. The Board of Directors shall have the power to select and remove all officers, agents, employees and contractors, and to fix reasonable compensation thereof, to authorize and empower officers or agents to enter into contracts and other commitments on behalf of this Corporation, and to appoint and delegate responsibilities and authority to committees, officers and agents.

**5.2 Board of Directors; Quorum.** As used in these bylaws, references to the “*Board*” or “*Board of Directors*” shall each mean and refer to the Corporation’s Board of Directors. A minimum of three (3) (unless there are less than 3 Directors, in which case all Directors will be required in attendance to constitute a quorum), but not less than a majority (i.e. greater than 50%) of the Directors then in office shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided in **Section 5.13**.

**5.3 Vote of the Board.** Unless otherwise specified herein:

(a) the vote of a “*Majority of the Board*” means the affirmative vote of members of the Board given in accordance with the Corporation’s Articles of Incorporation, these bylaws and applicable law, who constitute at least a majority of all of the directors of the Corporation who at the time in question are validly elected and incumbent members of the Board then in office and who also constitute at least a majority of a quorum of the Board;

(b) the vote of “**2/3 of the Board**” means the affirmative vote of members of the Board given in accordance with the Corporation’s Articles of Incorporation, these bylaws and applicable law, who constitute at least two thirds (2/3 or 66.67%) of all of the directors of the Corporation who at the time in question are validly elected and incumbent members of the Board then in office and who also constitute at least a majority of a quorum of the Board; and

(c) the vote of “**75% of the Board**” means the affirmative vote of members of the Board given in accordance with the Corporation’s Articles of Incorporation, these bylaws and applicable law, who constitute at least seventy-five percent (75%) of all of the directors of the Corporation who at the time in question are validly elected and incumbent members of the Board then in office and who also constitute at least a majority of a quorum of the Board.

(d) no vote or action that in these Bylaws is required to be taken or approved by a Majority of the Board can be amended or repealed by a vote of less than a Majority of the Board. No vote or action that in these Bylaws is required to be taken or approved by 2/3 of the Board can be amended or repealed by a vote of less than 2/3 of the Board. No vote or action that in these Bylaws is required to be taken or approved by 75% of the Board can be amended or repealed by a vote of less than 75% of the Board. If these bylaws provide that any vote of a Majority of the Board, 2/3 of the Board, or 75% of the Board is to be determined without the vote of a particular director (a “*disregarded director*”), then the majority, 2/3 or 75% vote (as applicable) described above shall be computed as if, for such purpose, the disregarded directors was not a member of the Board. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors unless a greater number is required by law, the Articles of Incorporation, these Bylaws, or the terms of a policy or action sought to be changed.

**5.4 Number and Composition of Board of Directors.** The total number of Directors shall be between 5 and 13, with such number to be set by resolution of the Board of Directors. Directors shall be selected pursuant to the following procedures:

(a) Election of Directors. The Principal Members shall elect the Directors, pursuant to nomination and election procedures established by the Board of Directors. All candidates for Director positions must be individuals who are full-time employees of a Principal Member. For the avoidance of doubt, a Director cannot (without limitation) be a consultant, contractor, non-employee director or part-time employee of a Principal Member. Further, a Director must meet (and continue to meet) the nominating criteria delineated in Section 7.3.1.

(b) Termination of Directorship. The following events shall result in automatic termination of an individual's status as a Director:

(i) In the case of a Director, the termination of such Director's term of office as provided below in this Section and/or the failure of such Director to be re-elected to the Board;

(ii) the written resignation of such Director from the Board which is delivered to an officer of the Company;

(iii) upon resolution by the Board of Directors terminating the Director for cause pursuant to **Section 5.18.2**;

(iv) in the event that the Director's employment with the Principal Member is terminated for any reason.

(d) Term of Office. Each Director shall serve a two (2) year term unless otherwise provided under this Section 5.4 or until the earlier of such Director's death, resignation or removal. The provisions of this Section 5.4 may not be amended except upon the affirmative

vote of 75% of the Board as well as the consent of Members required by these bylaws or the Corporations Code.

(e) Restrictions on Conflicts of Interest. No person may serve as a Director of the Corporation in the event that such person is an employee (whether full or part-time), a consultant, an independent contractor, or a non-employee director of a vendor with a direct commercial relationship with the Corporation.

**5.5 Restrictions on Eligibility to Serve as a Director or Officer; Control Groups.** Notwithstanding anything herein to the contrary, (a) no more than one (1) individual employed by or affiliated with an entity that constitutes a Control Group shall be permitted to serve as a Director of the Corporation at any one time; and (b) no more than one (1) individual employed by or affiliated with an entity that constitutes a Control Group shall be permitted to serve as an officer of the Corporation at any one time. For purposes of this section, “*Control(s)*,” “*Controlled*” or “*Controlling*” shall mean: (a) the ownership, directly or indirectly, of 50% or more of the total voting securities of another entity; or (b) in the case of unincorporated entities, shall mean the ownership of more than 50% of the ownership interest representing the right to make decisions for the entity. “*Control Group*” shall include a Member and all corporations or other entities which are Controlled by such Member or which Control such Member or which are under common Control with such Member.

**5.6 Vacancies.** Any vacancy on the Board of Directors shall be filled by election of an interim Director by the Board of Directors by a vote of 2/3 of the Board, to serve out the remaining unexpired term. Thereafter, the interim director may run for election at the next regularly scheduled election.

**5.7 Place of Meeting.** All meetings of the Board of Directors may be held at any place within or without the United States of America that has been designated from time to time by the Board of Directors or by the notice of the Chief Executive Officer.

**5.8 Special Meetings.** Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Chief Executive Officer, the Secretary or by any three (3) of the Directors.

**5.9 Notice of Meetings; Attendance.** Notice of the time and place of each meeting of the Board of Directors not fixed by an express provision of the Bylaws or by a resolution of the Board of Directors shall be given to each Director not less than seventy-two (72) hours before the date of the meeting if given personally, by telephone or by electronic means including e-mail, and not less than four (4) days before the date of the meeting if given by first-class mail.

**5.10 Consent to Meetings.** The transactions of the Board of Directors at any meeting however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after call and notice if a quorum be present and if either before or after the meeting each Director not present or who did not receive notice of such meeting as required by these bylaws or applicable law: (a) signs a written waiver of notice; (b) signs a consent to the holding of such

meeting; or (c) approves the minutes thereof in writing. Each Director who attends the meeting without protesting, prior thereto or at its commencement, shall be deemed conclusively to have consented to the holding of the meeting and to have waived the lack of notice to such Director. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

**5.11 Action by Written Consent Without Meeting.** Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors. Any certificate or other document filed under any provision of the California Nonprofit Corporation Law which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting, and that the Bylaws authorize the Directors to so act. For the purposes of this section only, “all members of the Board” shall not include any “Interested Director” as that term is defined in **Section 5233** of the Corporations Code insofar as such Section is made applicable pursuant to Section 7238 of the Corporations Code.

**5.12 Telephonic Meetings.** Directors may participate in a meeting through use of conference telephone, electronic video screen communication or similar communications equipment, so long as all Directors participating in such meeting can hear one another. Participation in a meeting through use of telephone, electronic video screen communication or similar communications equipment shall constitute presence in person at such meeting.

**5.13 Adjournment.** A majority of the Directors present, whether or not a quorum is present, may adjourn any Directors' meeting to meet again at another time or place. In the event a meeting of the Board of Directors is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time set for the rescheduled meeting to the Directors who were not present at the time of the adjournment.

**5.14 Fees and Compensation.** Directors shall serve without compensation, but by resolution of the Board of Directors, may be reimbursed for expenses paid while acting on behalf of the Corporation and/or expenses incurred in attending meetings of the Board of Directors. Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefore so long as such compensation is approved by a Majority of the Board, excluding any “*Interested Director*” as defined in **Section 5.17**.

**5.15 Indemnity for Litigation.** This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was a Director or Officer of this Corporation, to the fullest extent allowed under the provisions of Section 7237 of the California Corporations Code relating to the power of a corporation to indemnify any such person. The amount of such indemnity shall be so much as the Board of Directors determines and finds to be reasonable, or, if required by said Section 7237 of

the California Corporations Code, the amount of such indemnity shall be so much as the court determines and finds to be reasonable.

**5.16 Standard of Conduct.** Pursuant to Section 7231 of the California Nonprofit Corporation Law, a Director shall perform the duties of a Director, including duties as a member of any committee or working group upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of this Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more officers or employees of this Corporation whom the Director believes to be reliable and competent in the matters presented;

(b) Legal counsel, independent accountants or other professionals as to matters which the Director believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which the Director does not serve, as to matters within the committee's designated authority, which committee the Director believes to merit confidence; provided that, in any such case, the Director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

**5.17 Self-Dealing Transactions.** As used in this section, a “*self-dealing transaction*” is any contract or transaction: (a) between this Corporation and one or more of its Directors, or between this Corporation and any corporation, firm or association in which one or more of the Directors has a material financial interest; or (b) between this Corporation and a corporation, firm or association of which one or more of its directors are Directors of this Corporation (collectively, “*Interested Director(s)*”). Pursuant to Section 7233 of the California Nonprofit Corporation Law, no self-dealing transaction shall be void or voidable because such Interested Director(s) or corporation, firm or association are parties or because such Interested Director(s) are present at the meeting of the Board or committee which authorizes, approves or ratifies the self-dealing transaction, if:

**5.17.1 Membership Approval.** The material facts regarding the self-dealing transaction are fully disclosed to or otherwise known by the Members and the self-dealing transaction is approved by the Members in good faith including the abstention from voting by any membership owned by such Interested Director(s);

**5.17.2 Board or Committee Approval.** All material facts are fully disclosed to or otherwise known by the Board or committee and the Board or com-

mittee authorizes, approves, or ratifies the self-dealing transaction in good faith by a vote sufficient without counting the vote of the Interested Director or Directors, and, in the case of a self-dealing transaction described above, the Board or committee resolves and finds that the transaction is just and reasonable at the time it is authorized, approved or ratified; or

**5.17.3 Just and Reasonable Contract.** The person asserting the validity of the self-dealing transaction sustains the burden of proving that the contract was just and reasonable as to the Corporation at the time it was authorized, approved or ratified.

Interested Director(s) may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction as provided in this **Section 5.17**.

## **5.18 Resignation and Removal.**

**5.18.1 Resignation.** Any Director may resign at any time by giving written notice to the Board of Directors, to the Chief Executive Officer or to the Secretary of this Corporation.

**5.18.2 Removal.** Any Director may be removed upon resolution **by the Board of Directors** adopted by the affirmative vote of 75% of all members of the Board of Directors terminating such individual's status as such a Director for any of the following, all of which constitute removal for cause: (a) 3 or more consecutive absences from Board of Directors meetings; (b) conviction of a felony; (c) failure to continue to meet any requirements to serve as a Director; or (d) other reasons delineated by law. Upon termination of an individual's status as a Director or if there is otherwise a vacancy on the Board of Directors, the vacancy may be filled pursuant to **Section 5.6**.

**5.19 Advisory Board.** The Board of Directors may, at its sole discretion, appoint a board of advisors ("**Advisory Board**") with which the Board of Directors shall consult on matters relating to the operation of the Corporation. The members of the Advisory Board, in their capacity as such, shall not be members of the Board of Directors nor Members of the Corporation, nor shall they have the rights or privileges of Directors or Members as set forth in Sections 5047 and 5056 of the California Nonprofit Corporation Law, or in the Corporation's Articles of Incorporation or these bylaws, and shall have no power or authority over the operation of the Corporation. The Advisory Board may be restructured and/or terminated by resolution of the Board of Directors at any time. A member of the Advisory Board may be removed at any time by the Board of Directors in its sole and absolute discretion.

## **ARTICLE VI**

### **OFFICERS**

**6.1 Officers.** The principal officers of this Corporation shall be a Chief Executive Officer, Chief Financial Officer or Treasurer, and Secretary and such other officers as the Board of Directors may appoint. One person may hold two or more offices. Officers of the Corporation may be any person nominated by a Director and nothing herein shall require such individual to be a Director or an employee or duly authorized representative of any Member of the Corporation.

**6.2 Election.** The officers of this Corporation shall be appointed by the Board of Directors by the affirmative vote of a majority of the members of the Board of Directors present at a meeting of the Board of Directors at which a quorum is present, and each officer shall serve at the pleasure of the Board of Directors, subject to removal as provided below.

#### **6.3 Removal and Resignation.**

**6.3.1 Removal.** Any officer may be removed at any time, either with or without cause, by the Board of Directors by the affirmative vote of 2/3 of all members of the Board of Directors then in office or by any officer upon whom such power of removal may be conferred by the Board of Directors upon such affirmative vote.

**6.3.2 Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors or the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Such resignation shall not prejudice the rights of the Corporation under any contract to which the officer is a party.

**6.4 Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Board of Directors for the unexpired term.

**6.5 Chief Executive Officer.** The Chief Executive Officer shall serve as the President and Chief Executive Officer of this Corporation. Subject to the control of the Board of Directors, the Chief Executive Officer shall have general supervision, direction and control of the business and affairs of this Corporation. The Chief Executive Officer shall serve as an *ex officio* voting member of all committees and working groups of the Corporation, and shall have such other powers and duties as may be designated from time to time by the Board of Directors. The Chief Executive Officer shall be a member of the Board of Directors who is elected to the office of Chief Executive Officer by the Board and shall preside at all meetings of the Board.

**6.6 Chief Financial Officer/Treasurer.** The Chief Financial Officer/Treasurer shall oversee the financial and accounting matters of this Corporation with respect to the receipt and deposit of funds. The Chief Financial Officer/Treasurer shall have such other powers and duties as may be designated from time to time by the Board of Directors.

**6.8 Secretary.** The Secretary shall keep a full and complete record of the proceedings of the Board of Directors, shall keep the seal (if one is maintained) of this Corporation and affix it to such papers and instruments as may be required in the regular course of business, shall make service of such notices as may be necessary or proper, and shall supervise the keeping of the records of this Corporation. The Secretary shall have such other powers and duties as may be designated from time to time by the Board of Directors.

## **ARTICLE VII**

### **COMMITTEES AND WORKING GROUPS**

**7.1 Appointment of Board Committees.** Pursuant to California Corporations Code Section 7212(a), the Board may, by resolution adopted by a majority of the number of directors then in office, provided that a quorum is present, create one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board (“*Board Committees*”). Appointments to such Board Committees shall be by a majority vote of the directors then in office. The Board may appoint one or more directors as alternate members of any Board Committee, who may replace any absent member at any meeting of such Board Committee.

**7.2 Powers and Authority of Board Committees.** Any such Board Committee, (but only to the extent provided in the resolution of the Board), shall have all the authority of the Board, except with respect to:

- (a) The approval of any action for which the California Nonprofit Corporation Law also requires the approval of Members of a corporation;
- (b) The filling of vacancies on the Board or in any committee that has the authority of the Board;
- (c) The fixing of compensation of the Directors for serving on the Board or on any committee;
- (d) The amendment or repeal of Bylaws or the adoption of new Bylaws;
- (e) The amendment or repeal of any resolution of the Board, which by its express terms is not so amendable or repealable;
- (f) The appointment of Board Committees or the members thereof;  
and
- (g) The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.

(h) With respect to any assets held in charitable trust, the approval of any self-dealing transaction except as provided in paragraph (3) of subdivision (d) of Section 5233 of the California Corporations Code.

(i) Adoption of any technical standards or specifications.

### **7.3 Nominating Committee.**

**7.3.1 Nominating Committee.** The Chief Executive Officer of the Board or, if none, the President shall appoint a committee to nominate qualified candidates for election to Director positions at least 60 days before the date of any election of directors. The nominating committee shall make its report at least 10 days before the date of the election, or at such other time as the Board shall set, and the Secretary shall forward to each Principal Member, with the notice of meeting required by these Bylaws, a list of all candidates nominated by committee.

The nominating committee shall endeavor to provide a representative sample of candidates, and shall incorporate the following principles in making its selection, among other qualifications in its discretion: (a) At least 2/3 of the candidates will be representatives of Members that either produce or sell exclusively plant based foods; and (b) no more than 1/3 of the candidates may be representatives of Members that produce or sell plant based foods nonexclusively, but have demonstrated a commitment to produce or sell plant based foods. The board shall make appropriate modifications to this formula as needed.

In addition, candidates shall have the following credentials:

- (a) minimum of 3 years of experience working in the plant based foods sector
- (b) support the mission and values of the Plant Based Foods Association
- (c) for companies either producing or selling plant based foods non-exclusively, be a full time employee of a business unit within the Member employing such candidate devoted to plant-based foods

**7.4 Working Groups.** Working groups may be formed, restructured and/or terminated at any time by resolution of the Board of Directors for the purpose of, among other things, developing, analyzing and writing technical specifications and deliverables (“**Working Group**”). Each Working Group shall report directly to a respective committee or directly to the Board. Members may appoint any number of its employees or duly authorized representatives to a Working Group.

**7.5 Compensation.** Any individuals appointed to any committee and/or any Working Group of the Corporation shall not receive compensation for their services as such, but, upon prior approval of each expenditure by the Board of Directors, may be reimbursed for bona fide expenses incurred arising out of conducting business on behalf of the Corporation. Nothing herein shall prohibit payment of compensation to an individual serving on any committee or Working Group who renders services to the Corporation in another capacity.

## **ARTICLE VIII**

### **MISCELLANEOUS**

**8.1 Fiscal Year.** The fiscal year of this Corporation shall end on the last day of December of each year.

**8.2 Inspection of Corporate Records.** The books of account and minutes of the proceedings of the Board of Directors, and of any committees of the Board of Directors, shall be open to inspection at the principal office of this Corporation by each Member at any reasonable time upon the written demand of any Member. Such inspection may be made in person or by an agent or attorney, and shall include the right to make photocopies and extracts at the requesting Member's expense for any purpose reasonably related to such Member's interests as a Member of the Corporation.

**8.3 Checks, Drafts, Etc.** All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to this Corporation and any and all securities owned by or held by this Corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

**8.4 Execution of Contracts.** The Board of Directors may authorize any officer, employee, or agent to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of this Corporation and such authority may be general or confirmed to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind this Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

**8.5 Corporate Loans, Guarantees and Advances.** This Corporation shall not make any advances or make any loan of money or property to or guarantee the obligation of any member, Director or Officer.

**8.6 Inspection and Disclosure.** The Corporation shall keep or cause to be kept correct and complete books and records of account and shall also keep minutes of the proceedings of the Board of Directors or other documents as may be required by law on its own behalf. The Corporation shall have available for inspection at its principal office a copy of its three (3) most recent annual exempt organization information returns and a copy of its application for recognition of exemption and determination letter. Upon request by two (2) directors, the Corporation shall initiate a financial audit within six months after year-end book closing.

**8.7 Not For Profit Status.** Neither the Corporation nor any of its Members shall individually or collectively, directly or indirectly, engage in any act that will result in the loss of, or otherwise adversely affect, its status as a tax-exempt organization under the United States Internal Revenue Code.

**8.8 Forms of Notice.** Any notice or writing required or permitted under these Bylaws may be given in writing, in person, by mail, by private carrier or by telephone, electronic transmission (including facsimile and e-mail) or other form of wire or wireless communication.

**8.9 Severability.** The invalidity of any clause, provision, or Article of these Bylaws shall not affect the validity or enforceability of the remaining clauses, provisions or Articles.

**8.10 References.** All references herein to any statute shall include any successor statute thereto.

**8.11 Annual Statement of Certain Transactions and Indemnifications.** Pursuant to Section 8322 of the California Nonprofit Corporation Law, the Board of Directors shall cause an annual statement of certain transactions and indemnifications to be delivered to the Board of Directors not later than one hundred twenty (120) days after the close of the fiscal year. If this Corporation issues an annual report, this requirement shall be satisfied by including the required information, as set forth below, in said annual report. Such annual statement shall describe:

a. The amount and circumstances of any loans, guarantees, indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the fiscal year of this Corporation to any officer or Director of this Corporation; provided, that no such report need be made in the case of any loan, guarantee, indemnification or advance approved by the members; and

b. Any "covered transaction" (defined below) during the previous fiscal year of this Corporation involving (1) more than Fifty Thousand Dollars (\$50,000) or, (2) which was one of a number of "covered transactions" in which the same "interested person" (defined below) had a direct or indirect material financial interest, and which transactions in the aggregate involved more than Fifty Thousand Dollars (\$50,000). The statement shall describe the names of any "interested persons" involved in such covered transactions, including such "interested person's" relationship to the transaction, and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which the interested person is only a partner, only the interest of the partnership need be stated. For the purposes of this section, a "covered transaction" is a transaction in which this Corporation, or its parent or subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:

- (i) Any Director or officer of this Corporation, or its parent or subsidiary; or
- (ii) Any holder of more than ten percent (10%) of the voting power of this Corporation, or of its parent or subsidiary.

For purposes of this section, any person described in either subparagraph (i) or (ii) above is an "interested person."

**ARTICLE IX**  
**EFFECTIVE DATE; AMENDMENT; CERTAIN GOVERNANCE TERMS**

**9.1 Effective Date.** These Bylaws shall become effective immediately upon their adoption. Amendments to these Bylaws shall become effective immediately upon their adoption unless the Board of Directors of this Corporation in adopting them provide that they are to become effective at a later date.

**9.2 Amendments.** These Bylaws may be amended by an affirmative vote of 75% of the Board, unless: (a) the specific provision(s) of these Bylaws being amended sets forth a greater number of affirmative votes for an action, in which case any amendments to such provision(s) shall require the greater number of affirmative votes set forth in such provision(s); and/or (b) such an amendment requires an affirmative vote of a majority of the Members as provided by Section 7150 of the California Nonprofit Corporation Law.

**9.3 Fundamental Operational Changes.** In addition to any other approval required by law or these bylaws, approval of at least 75% of the Board is required to:

- Amend the Corporation’s Articles of Incorporation;
- Amend the Corporation’s tax exempt purpose,
- Adopt any technical standard or specification or any extension of a standard or specification,
- For the Corporation to merge or consolidate with or into any other entity or entities;
- For the Corporation to dissolve or liquidate or wind up
- For the Corporation to sell or otherwise dispose of all or substantially all its assets.

Adopted: February 5, 2016  
Amended: August 12, 2016